

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Qorvis Communications, 1201 Connecticut Avenue, NW, #500, Washington, DC 20036	2. Registration No. 5483
3. Name of Foreign Principal NATS Services	4. Principal Address of Foreign Principal Heathrow House, Bath Road Hounslou, Middlesex TW5 9AT United Kingdom
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant b) Name and title of official with whom registrant deals	
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals c) Principal aim	

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

NATS Services works with airports, air navigation service providers and other customers around the world to address their challenges in the air traffic industry. NATS is licenced by the UK Secretary of State for Transport to provide services in en route and oceanic airspace.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NATS is a public private partnership between the Airline Group, a consortium of seven airlines, which holds 42%, NATS staff who hold 5%, UK airport operator BAA Limited with 4\$, and the UK government which holds 49% and a golden share. The Airline Group is a consortium of seven airlines: Virgin Atlantic Airways Limited, Thomson Airways Limited, Thomas Cook Airlines Limited, Monarch Airlines Retirement Benefits Plan Limited, British Airways PLC, Easyjet Airline Company Limited and Lufthansa.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 31, 2012	Debbie Thompson, Controller	/s/ Debbie Thompson
		eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Qorvis Communications, LLC	2. Registration No. 5483
3. Name of Foreign Principal NATS Services	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Public relations and communications services.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Qorvis will provide public and media relations and communications support.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 31, 2012	Debbie Thompson, Controller	/s/ Debbie Thompson
		eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.




November 22, 2011

NATS Services
Jonathan Palk
Head of Communications, Commercial
Heathrow House, Bath Road
Hounslow, Middlesex TW5 9AT
United Kingdom

Dear Mr. Palk:

Qorvis Communications, LLC ("Qorvis") is delighted to provide communications services and public and media relations services to NATS Services ("Client"). In this letter we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis and "you" and "yours" refer to Client.

1. As part of our agreement, we will provide services on behalf of Client as described in the Scope of Work, attached hereto as Exhibit A. These services will be performed in the United States.
2. This Agreement will begin on December 1, 2011 and will end on February 29, 2012. This Agreement may be terminated effective thirty (30) days after either of us gives written notice of termination to the other party. You will remain liable for all fees and expenses incurred by Qorvis on your behalf accumulated through the date of termination. Such fees and expenses shall include only payments prorated on a monthly basis over the term of this agreement plus approved out-of-pocket expenses. However, if this agreement is terminated by Client for material breach by Qorvis, Client shall not be obligated to pay Qorvis any payments due hereunder.
3. We will bill you as follows:
 - a) Client will pay ten thousand dollars (\$10,000) a month for the duration of the agreement.
 - b) Qorvis will submit estimates for out of pocket expenses to you prior to incurring such charges. Such expenses will be billed to you on a monthly basis. Out of pocket expenses include those for travel, production, and printing, stock imagery, stock video footage, air and ground charges, accommodations and meals or other significant pass-through costs.
 - c) Copies of our bills will be sent directly to you, who may at your election pay us directly using any of the following means:

Electronic payments:	Check payments:	Overnight check payments:
M&T Bank One M&T Plaza, 2nd Floor Buffalo, NY 14203 	Qorvis Communications PO Box 62081 Baltimore, MD 21264	Qorvis Communications Attn: Debbie Thompson 1201 Connecticut Ave. F/C Qorvis Communications Suite 600 Washington, DC20036

4. Time is of the essence for the payment obligations hereunder. Overdue payments shall attract interest at an annual rate of 1.5% or the maximum allowed by law, whichever is less. Interest shall accrue on a daily basis from the date payment becomes due until Qorvis has received payment of the overdue amount together with all accrued interest. Overdue payments are payments received by Qorvis sixty (60) days from the date the invoice was submitted to client.
5. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of news material by any news organization. Similarly, we cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by us.
6. You will not request, and nothing in this agreement shall be deemed to require that we undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article which, in our judgment, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.
7. It is agreed that Client will indemnify us against any loss or expenditure (including reasonable attorneys' fees and costs) that we may incur as the result of any claim, suit or proceeding made or brought against us to the extent caused by Client's (or any third party acting on behalf of or directing Client) negligent acts, errors or omissions, arising out of or related to materials provided by Client or any instructions from Client. Provided, however, that in no case shall Client be obligated to indemnify us for losses or expenditures which, in the aggregate, exceed the total sum of this Agreement. The duties to indemnify shall not terminate with the cancellation of this agreement.
8. It is agreed that Qorvis will indemnify client against any loss or expenditure (including reasonable attorneys' fees and costs) that they may incur as the result of any claim, suit or proceeding made or brought against them to the extent caused by Qorvis's (or anyone acting on behalf of or directing Qorvis) negligent acts, errors or omissions, arising out of or related to any services, materials, or publicity prepared or provided by us or anyone acting on behalf of Qorvis. Provided, however, that in no case shall Qorvis be obligated to indemnify client for losses or expenditures that, in the aggregate, exceed the total sum of this Agreement. The duties to indemnify shall not terminate with the cancellation of this agreement.

9. Both parties agree that during the term in which Qorvis provide services to you hereunder and for a period of twelve months (12) thereafter, neither party will solicit or induce any employee of the other party to leave his or her employment, and hire any such employee to perform the same function, except where agreed upon in writing.
10. District of Columbia law shall govern this Agreement, without regards to any conflict of law provisions.
11. If any provision of the Agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the Agreement and the remaining terms of the Agreement shall remain in full force and effect.
12. Qorvis shall take reasonable care of any property belonging to the Client and made available to Qorvis for the purpose of this Agreement. Such property shall be at all times at the sole and entire risk of the Client, and Qorvis shall not be subject to any other liability for it.
13. Neither Party may assign, sub-license or sub-contract the Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (not to be unreasonably withheld or delayed) except you may assign this Agreement to an affiliated entity.
14. Neither party shall be liable for any delay in performing or failure to perform its obligations under the Agreement to the extent that and for so long as the delay or failure results from any cause or circumstances whatsoever beyond its reasonable control (an "event of force majeure") provided that the event of force majeure is not due to the fault or negligence of that party. Each party shall use its reasonable endeavors to minimize the effects of any event of force majeure. In the event of a force majeure and we cannot provide services hereunder, you shall not be obligated to pay any fees hereunder until such force majeure is over and services hereunder fully resumed.
15. This Agreement binds and benefits the permitted heirs, successors, and assignees of the parties.
16. This Agreement and the documents referred to in them contain the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter of the Agreement, whether written or oral. The parties acknowledge that neither of them has relied upon any presentation, written or oral, of any person but only as expressly set out in the Agreement.
17. Any valid alteration to or variation of the Agreement must be in writing and signed on behalf of each of the parties by a duly authorized representative.
18. All notices must be in writing. Any notice to be served on the other party shall be sent by recorded delivery, registered post, e-mail or fax. Notices sent by registered post or recorded

delivery shall be deemed to be served within 72 hours of posting, and by e-mail or fax within 24 hours if sent to the correct e-mail or fax address of the addressee.

19. Both parties will designate a decision maker who will be tasked with the responsibility of responding to any issues that may arise and to whom all notices will be sent.
20. Each party has had the opportunity for counsel to review the agreement and no presumption shall be made against the drafter of this agreement.
21. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
22. Publicity – Client agrees to allow the use of Client's name for Qorvis' general marketing purposes, such as in a listing among clients in a new client press release or in such a listing on the Qorvis website.

If you have any questions about this Agreement, please call. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

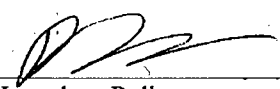
The below-signed parties acknowledge to this document's terms and conditions. This agreement shall become effective upon the signatures of both parties.

By: Qorvis Communications, LLC

Debbie Thompson
Controller

Date

By: NATS Services



Jonathan Palk

25th NOVEMBER 2011

Date